

**BROOKS LIBRARY INCOMING LOAN AGREEMENT**

Exhibition:

Exhibition Dates:

Loan Dates:

Lender

Name:

Address:

Phone:

Fax:

Email:

Exhibit Timeline and any Additional Loan Conditions:

Collection will be displayed in the Brooks Library

Object(s)-Additional pages may be attached if needed:

Description:

Material:

Credit Line:

Stated Value:

-----  
Description:

Material:

Dimensions (Height x Width x Depth):

Credit Line:

Stated Value:

-----  
Description:

Materials:

Dimensions (Height x Width x Depth)

Credit Line:

Stated Value:

**Insurance** Please read insurance conditions on reverse.  
 Total stated value for all objects in U.S. dollars: \_\_\_\_\_ \$ \_\_\_\_\_  
 I prefer to maintain my own insurance: **Yes** **No**  
 If you choose to maintain your own insurance, please instruct your insurer to provide us with either a Certificate of Insurance naming Central Washington University Brooks Library as additionally insured or a waiver of subrogation made out in favor of Central Washington University Brooks Library.  
 I accept Central Washington University Brooks Library insurance for this loan: **Yes** **No**  
 Estimated cost of the insurance premium, \$12.00 \_\_\_\_\_

**Installation** Please list any special instructions for handling, displaying, or shipping.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Photography** Unless permission is refused here, it is understood that during the loan period the object(s) may be photographed and reproduced for publicity, publication and education purposes connected with this exhibition, including digital use for Central Washington University Brooks Library website.  
 I agree with the terms stated above:  
**Yes** **No** **Other** \_\_\_\_\_  
 \_\_\_\_\_  
 Contact for photography requests \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Signatures** I have read and accept all conditions on the reverse of this form.  
 \_\_\_\_\_  
 Lender's signature University Signature: Patricia Cutright  
 \_\_\_\_\_  
 Please type or print name Title: Dean of the Library Date:  
 \_\_\_\_\_  
 Title Date

**Form Completion** Please sign and date two completed Loan Agreements and return to:  
 Central Washington University, Brooks Library  
 400 East University Way, Ellensburg, WA 98926-7548

**Information** The Dean will return one signed original to you. Thank You.

**To Be Completed When Object(s) is Returned to Lender**  
**Signature** I acknowledge that the object(s) loaned by me in this agreement has been returned in good condition.  
 \_\_\_\_\_  
 Lender's signature Date

**Condition Report-To Be Completed by Library Staff**  
**Date object(s) Received:** \_\_\_\_\_  
**Received By:** \_\_\_\_\_  
**Condition:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Incoming Loan Agreement (page 2, side 2)**

**CONDITIONS**

Central Washington University Brooks Library accepts possession of the object(s) listed on this Incoming Loan Agreement form, and any attachments, subject to the following conditions. This form is not valid unless signed by a qualified representative of Central Washington University Brooks Library:

**CARE AND PROTECTION**

Central Washington University Brooks Library will exercise the same care with respect to loaned objects as it would with comparable property of its own. In no event shall the Central Washington University Brooks Library be liable for the destruction of damage or injury to the loaned object(s) caused by wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, or radioactive contamination, confiscation by order of any government.

**SHIPMENT AND INSURANCE**

Central Washington University Brooks Library cannot assume responsibility for any loss or damage that occurs during shipment when lender hand-delivers object(s) or transports the object(s) in a personal vehicle. Insurance coverage is provided while artwork is on the premises of Central Washington University Brooks Library or in the care of a shipping agent designated by Central Washington University Brooks Library. The object(s) shall be insured during the period of this loan for the value stated on the face of this agreement by Central Washington University Brooks Library under its "all-risk" policy subject to the following standard exclusions: wear and tear, gradual deterioration, insects, vermin or inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, or radioactive contamination.

Insurance will be placed in the amount specified by the Lender herein which must reflect fair market value. If the Lender elects to maintain his own insurance coverage, then prior to shipping Central Washington University Brooks Library must be supplied with a certificate of insurance naming Central Washington University Brooks Library as an additional insured or waiving rights of subrogation. If the Lender fails to provide said certificate of insurance, this failure shall constitute a waiver of insurance by the Lender. Central Washington University Brooks Library shall not be responsible for any error or deficiency in information furnished by the Lender to the insurer or for any lapses in such coverage. If insurance is waived by the Lender, this waiver shall constitute the agreement of the Lender to release and hold harmless the Central Washington University Brooks Library and other participating institutions from any liability for damages to or loss of the loan property. The amount payable by insurance secured in accordance with this loan agreement is the sole recovery available to the Lender from Central Washington University Brooks Library in the event of loss or damage.

**REPRODUCTION/CREDIT**

If any object is labeled for display, publicity, or publication, it will be credited as provided on the face of this contract. Central Washington University Brooks Library may display, reproduce and distribute the credit line in all media forms for purposes of the Exhibition. To the extent such rights are held by the Lender, the Lender grants to Central Washington University Brooks Library (a) the right to display the objects, (b) the right to reproduce the object for publicity, publication and education purposes connected with this exhibition (in all media, and including digital use for the Central Washington University Brooks Library website). These rights shall be royalty-free and non-exclusive.

**CANCELLATION/RETURN/EXTENSION**

The loaned object(s) will remain in the Brooks Library's possession for the time specified on the face of the Loan Agreement, but may be withdrawn from the exhibition at any time by Central Washington University Brooks Library.

It is the responsibility of the Lender or his agent to notify Central Washington University Brooks Library promptly in writing if there is any change in ownership of the object(s) or if there is a change in the identity or address of the Lender. If the legal ownership of the object(s) should change during this period of the loan, prior to the return of the object(s), the owner will be required to establish his/her legal right to receive the object by proof satisfactory to Central Washington University Brooks Library. If the return address changes during the duration of the exhibition, the Lender (or new owner) will be required to pay any difference in the charges for the delivery of the object(s) or for storage, customs, packing and/or shipping charges incurred in connection with or caused by the sale or change in address.

If, Central Washington University Brooks Library, after making reasonable efforts and through no fault of its own, is unable to return the loaned object(s) to the lender within thirty (30) days following the close of the loan period, the Central Washington University Brooks Library reserves the right to exercise a lower standard of care, and/or charge a storage fee. A registered letter to the Lender's last known address is sufficient notice of Central Washington University Brooks Library's intention to return the object(s) in the agreement. The loaned object(s) shall be deemed to be donated to Central Washington University Brooks Library if no claim is made or action filed to recover the property after termination or expiration of the loan and Central Washington University Brooks Library has given notice pursuant to RCW 63.26.040 and no assertion of title has been filed within (90) ninety days from the date of the second published notice.

**Brooks Library**

400 East University Way . Ellensburg WA 98926-7548  
Office: 509-963-1902. Fax: 509-963-3684